TOWN OF MILLINGTON

RESOLUTION 2026-10 OF THE COUNCIL OF THE TOWN OF MILLINGTON APPROVING EASEMENTS IN FAVOR OF THINKBIGNETWORKS, LLC OVER LAND OWNED BY THE TOWN OF MILLINGTON COMMONLY REFERRED TO AS 172 SASSAFRAS STREET, MILLINGTON, MD

WHEREAS, the Town of Millington (the "Town") acquired certain real property from the Commissioners of Kent County, Maryland via deed dated the 1st day of November, 2022 recorded among the Land Records of Kent County, Maryland at Liber 1289, folio 63 (the "Property"); and

WHEREAS, the Property is expected to be developed with 51 one-story age and income restricted senior housing units and a community center, which the Town desires to be served by a broadband telecommunications system; and

WHEREAS, ThinkBig Networks, LLC desires to obtain perpetual, non-exclusive and unobstructed easements over, under and across portions of the Property from the Town to construct, place, install, operate, inspect, maintain and repair its broadband telecommunications systems within the Property to be able to serve the Property; and

WHEREAS, the Town Council desires to grant ThinkBig Networks, LLC the requisite easements for it to be able to properly serve the Property.

NOW, THEREFORE BE IT RESOLVED by the Council of the Town of Millington, that the Easement between the Town of Millington and THINKBIG NETWORKS, LLC attached hereto as Exhibit A is approved to allow the requested easement(s) depicted on the attachments to Exhibit A. Further, Mayor Kevin Hemstock is authorized to sign such an easement on behalf of the Town of Millington, provided that it is in substantially the same form as that attached hereto.

TOWN OF MILLINGTON

PASSED BY THE COUNCIL OF THE TOWN OF MILLINGTON THIS 15th DAY OF SEPTEMBER, 2026.

ATTEST:

Elizabeth Jo Manning, Town Administrator

SEAL

THE TOWN OF MILLINGTON

Kevin Hemstock, Mayor

John Amado, Sr., Council

ABSENT

Shweta Dutta Sethi, Council

ABSENT

Zita Seals, Council

Wayne Starkey, Council

PREPARED BY AND
WHEN RECORDED RETURN TO:
ThinkBigNetworks, LLC (d/b/a IQ Fiber)
Attn: CMO
6410 Southpoint Pkwy
Suite 300
Jacksonville, FL 32216

space above for recorders use only

EASEMENT

THIS GRANT OF EASEMENT is made this 15 day of September, 2026, by and between the Town of Millington, whose address is E/S Sassafras Street N of Millington Millington, MD 21651further identified as District 01, Account Identifier 338552, Map 0400, Grid 0010, Parcel 0433 ("Grantor") and THINKBIGNETWORKS, LLC (d/b/a IQ FIBER), a Maryland limited liability company, whose address is 6410 Southpoint Parkway, Suite 300, Jacksonville, FL 32216 ("IQ FIBER").

For and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to IQ FIBER and its parent and its parent's affiliates and subsidiaries, and their respective successors, assigns, licensees and agents (collectively, "Grantee"), a perpetual, non-exclusive and unobstructed easement (the "Easement") upon, under, over, and across that certain real property described in Exhibit "A" attached hereto (the "Easement Area") and made a part hereof, to construct, place, install, operate, inspect, maintain, and repair its broadband telecommunications system including but not limited to conduits, strands, wires, fiber cable, hardware, pads, markers, vaults, concrete pads, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively "Facilities").

Grantee shall also have the exclusive right to use, relocate and/or remove its Facilities within the Easement Area and may make changes, including additions and substitutions to its Facilities as it deems necessary in the conduct of its business. Grantee shall have the right, but not the obligation, to trim or cut trees and/or limbs that may endanger or interfere with the Facilities. The Facilities shall at all times remain the exclusive property of Grantee, and Grantor shall not damage the Facilities nor interfere with Grantee's use of the Facilities. Grantor shall have the right to use the Easement Area for any purpose which is not inconsistent with Grantee's rights herein.

Grantee shall also have the right of ingress and egress to and over the Easement Area, including a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement Area.

Grantor represents and warrants that Grantor is the true owner of record of the Easement Area and has the full power and authority to grant to Grantee the rights granted hereunder. Grantor further covenants to warrant and defend title to the Easement against all claims of all persons whatsoever.

All provisions of this Agreement, including the covenants, rights, terms, conditions and provisions, shall run with the title to the Easement Area and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument this 15 day of September, 20 26.

GRANTOR:

By: _____
Name: Kevin Hemstock
Title: Mayor

STATE OF Maryland)
COUNTY OF Kent)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of September, 20 26, by Kevin Hemstock as Mayor of Town of Millington, a official, on behalf of the company, who is ☑ personally known to me or ☐ has produced n/a as identification.

_____
[NOTARIAL SEAL]

Signature: _____
Print Name: Elizabeth J. Manning
Notary Public, State and County Aforesaid
Commission #: 11426
My Commission Expires: 02/24/2029

EXHIBIT A

The Easement Area consists of that portion of Grantor's real property located at E/S Sassafras Street N of Millington Millington, Maryland, 21651 and further identified as District 01, Account Identifier 338552, Map 0400, Grid 0010, Parcel 0433, as more particularly shown and identified in red on the map attached hereto and made a part hereof. The red-marked area on the attached map is intended to define the location of the easement granted herein and includes the area reasonably necessary for Grantee to construct, install, operate, inspect, maintain, repair, replace, relocate, and access its broadband telecommunications facilities and related appurtenances within such area.

PREPARED BY AND
WHEN RECORDED RETURN TO:
ThinkBigNetworks, LLC (d/b/a IQ Fiber)
Attn: CMO
6410 Southpoint Pkwy
Suite 300
Jacksonville, FL 32216

space above for recorders use only

EASEMENT

THIS GRANT OF EASEMENT is made this 15 day of September, 2026, by and between the Town of Millington, whose address is Sassafras Street Millington, MD 21651, further known as Parcel 1 E/S Sassafras ST N of Millington District 01, Account Identifier 338833 Map 0032, Grid 002B, Parcel 0049, Plat Ref. SLK6/0159 ("Grantor") and THINKBIGNETWORKS, LLC (d/b/a IQ FIBER), a Maryland limited liability company, whose address is 6410 Southpoint Parkway, Suite 300, Jacksonville, FL 32216 ("IQ FIBER").

For and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to IQ FIBER and its parent and its parent's affiliates and subsidiaries, and their respective successors, assigns, licensees and agents (collectively, "Grantee"), a perpetual, non-exclusive and unobstructed easement (the "Easement") upon, under, over, and across that certain real property described in Exhibit "A" attached hereto (the "Easement Area") and made a part hereof, to construct, place, install, operate, inspect, maintain, and repair its broadband telecommunications system including but not limited to conduits, strands, wires, fiber cable, hardware, pads, markers, vaults, concrete pads, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively "Facilities").

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Grantee shall also have the right of ingress and egress to and over the Easement Area, including a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement Area.

Grantor represents and warrants that Grantor is the true owner of record of the Easement Area and has the full power and authority to grant to Grantee the rights granted hereunder. Grantor further covenants to warrant and defend title to the Easement against all claims of all persons whatsoever.

All provisions of this Agreement, including the covenants, rights, terms, conditions and provisions, shall run with the title to the Easement Area and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument this 15 day of September, 2026.

GRANTOR:

By: _____
Name: Kerin Hemstock
Title: Mayor

STATE OF Maryland)
COUNTY OF Kent)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of September, 2026, by Kerin Hemstock as Mayor of Town of Millington, a official, on behalf of the company, who is ☑ personally known to me or ☐ has produced n/a as identification.

[NOTARIAL SEAL]

Signature: _____
Print Name: Elizabeth Jo Manning
Notary Public, State and County Aforesaid
Commission #: 11426
My Commission Expires: 02/24/2029

EXHIBIT A

The Easement Area consists of that portion of Grantor's real property located at Sassafras Street Millington, MD 21651 further known as Parcel 1 E/S Sassafras Street N of Millington, and further identified as District 01, Account Identifier 338833, Map 0032, Grid 002B, Parcel 0049, Plat Ref. SLK6/0159, as more particularly shown and identified in red on the map attached hereto and made a part hereof. The red-marked area on the attached map is intended to define the location of the easement granted herein and includes the area reasonably necessary for Grantee to construct, install, operate, inspect, maintain, repair, replace, relocate, and access its broadband telecommunications facilities and related appurtenances within such area.

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WHEN RECORDED RETURN TO:
ThinkBigNetworks, LLC (d/b/a IQ Fiber)
Attn: CMO
6410 Southpoint Pkwy
Suite 300
Jacksonville, FL 32216

space above for recorders use only

EASEMENT

THIS GRANT OF EASEMENT is made this 15 day of September 2026, by and between the Town of Millington, whose address is 172 Sassafras Street Millington, MD 21651, further known as Parcel 2 172 Sassafras ST N of Millington District 01, Account Identifier 010778 Map 0032, Grid 002B, Parcel 0049, Plat Ref. SLK6/0159 ("Grantor") and THINKBIGNETWORKS, LLC (d/b/a IQ FIBER), a Maryland limited liability company, whose address is 6410 Southpoint Parkway, Suite 300, Jacksonville, FL 32216 ("IQ FIBER").

For and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants to IQ FIBER and its parent and its parent's affiliates and subsidiaries, and their respective successors, assigns, licensees and agents (collectively, "Grantee"), a perpetual, non-exclusive and unobstructed easement (the "Easement") upon, under, over, and across that certain real property described in Exhibit "A" attached hereto (the "Easement Area") and made a part hereof, to construct, place, install, operate, inspect, maintain, and repair its broadband telecommunications system including but not limited to conduits, strands, wires, fiber cable, hardware, pads, markers, vaults, concrete pads, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively "Facilities").

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Grantee shall also have the right of ingress and egress to and over the Easement Area, including a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement Area.

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All provisions of this Agreement, including the covenants, rights, terms, conditions and provisions, shall run with the title to the Easement Area and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument this 15 day of September, 2026.

GRANTOR:

By: _____
Name: Kevin Hemstock
Title: Mayor

STATE OF Maryland)
COUNTY OF Kent)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of September, 2026, by Kevin Hemstock as Mayor of Town of Millington, a official, on behalf of the company, who is ☑ personally known to me or ☐ has produced n/a as identification.

_____
[NOTARIAL SEAL]

Signature: _____
Print Name: Elizabeth Jo Manning
Notary Public, State and County Aforesaid
Commission #: 11426
My Commission Expires: 02/24/2029

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Jacksonville, FL 32216

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EASEMENT

THIS GRANT OF EASEMENT is made this 15 day of September 20 26, by and between the Town of Millington, whose address is Sassafras Street Millington, MD 21651 Parcel 3 E/S Sassafras Street N of Millington District 01, Account Identifier 338834, Map 0032, Grid 002B, Parcel 049 Plat Ref SLK6/0159 ("Grantor") and THINKBIGNETWORKS, LLC (d/b/a IQ FIBER), a Maryland limited liability company, whose address is 6410 Southpoint Parkway, Suite 300, Jacksonville, FL 32216 ("IQ FIBER").

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IN WITNESS WHEREOF, the parties have duly executed this instrument this 15 day of September, 20 26.

GRANTOR:

By: Kevin Hemstock
Name: Kevin Hemstock
Title: Mayor

STATE OF Maryland)
COUNTY OF Kent)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of September, 20 26, by Kevin Hemstock as Mayor of Town of Millington, a official, on behalf of the company, who is ☑ personally known to me or ☐ has produced n/a as identification.

[NOTARIAL SEAL]

Signature: Elizabeth Jo Manning
Print Name: Elizabeth Jo Manning
Notary Public, State and County Aforesaid
Commission #: 11426
My Commission Expires: 02/24/2029

EXHIBIT A

The Easement Area consists of that portion of Grantor's real property located at Sassafras Street, Millington, Maryland, and further identified as Parcel 3 E/S Sassafras Street N of Millington, District 01, Account Identifier 338834, Map 0032, Grid 002B, Parcel 049, Plat Reference SLK6/0159, as more particularly shown and identified in red on the map attached hereto and made a part hereof. The red-marked area on the attached map is intended to define the location of the easement granted herein and includes the area reasonably necessary for Grantee to construct, install, operate, inspect, maintain, repair, replace, relocate, and access its broadband telecommunications facilities and related appurtenances within such area.

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WHEN RECORDED RETURN TO:
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IN WITNESS WHEREOF, the parties have duly executed this instrument this 15 day of September, 20 26.

GRANTOR:

By: _____
Name: Kevin Hemstock
Title: Mayor

STATE OF Maryland)
COUNTY OF Kent)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of September, 20 26, by Kevin Hemstock as Mayor of Town of Millington, a official, on behalf of the company, who is ☑ personally known to me or ☐ has produced n/a as identification.

[NOTARIAL SEAL]

Signature: _____
Print Name: Elizabeth Jo Manning
Notary Public, State and County Aforesaid
Commission #: 11426
My Commission Expires: 02/24/2029

EXHIBIT A

The Easement Area consists of that portion of Grantor's real property located at Sassafras Street, Millington, Maryland, 21651 and further identified as Parcel 4 E/S Sassafras Street N of Millington, District 01, Account Identifier 338835, Map 0032, Grid 002B, Parcel 049, Plat Reference SLK6/0159, as more particularly shown and identified in red on the map attached hereto and made a part hereof. The red-marked area on the attached map is intended to define the location of the easement granted herein and includes the area reasonably necessary for Grantee to construct, install, operate, inspect, maintain, repair, replace, relocate, and access its broadband telecommunications facilities and related appurtenances within such area.


BB-025-2-618.02 ft.
313
LA-025_22+24-1-735.79 ft.
N/A
SC-MillingtonElem_2
N/A
N/A
SL-172
SASSAFRAS ST
Sassafras St
C-025_16+9
N/A
HH_MillingtonElem_1
N/A
N/A
N/A
LA-025_16+9-1-354.06 ft.
H_Millington_Rd_S_1+57
ace 13 x 24 Handhole:
tback 12ft
NRD
Millington Rd
HH_LA-025_16+
9-2_3+01
N/A
313
N/A
N/A
N/A
LA-WT-2-213.2 ft.
SC-172_Sassafras
Water Tower
SL-MWP-MILLINGTON
WATER TOWER
N/A
N/A
HH_LA_MillingtonWT_1-
1_2+83